

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Daniel J. Edelman, Inc.	612T 3634

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☒ To correct a deficiency in
- ☒ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (*specify*) _____
- ☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Exhibit B document
Exhibit B attachment

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

The initial filing was made; however the Exhibit B form was omitted. After speaking with a FARA representative, he suggested to file an amendment and add both Exhibit B and the attachment with it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

June 12, 2012

/s/ Jeffrey A. DeCatsye

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Daniel J. Edelman, Inc.
200 E Randolph Drive, 63rd Floor
Chicago, IL 60601

2. Registration No.

3634

3. Name of Foreign Principal

United Arab Emirates Ministry of Foreign Affairs

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Edelman will provide communications services designed to build communications and research capacity within the Directorate of Energy and Climate Change, and effectively execute communications while transferring knowledge and communications skills to the DECC staff. Activities will include 1) US-based stakeholder perception research 2) traditional and digital stakeholder mapping and prioritization, plan development and engagement and 3) US-based media storyline development, and media identification, prioritization and engagement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Press release and news distribution, 1-1 meetings, content and editorial material development.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 06, 2012		/s/ Randall L Corley eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Contract

On Energy and Climate Change

اتفاقية

بشأن شؤون الطاقة والتغير المناخي

This Contract is concluded at the United Arab Emirates Abu Dhabi, on 09/04/ 2012, between the following Parties:-

حرر هذا الاتفاق في دولة الإمارات العربية المتحدة -
أبوظبي بتاريخ 09/04/2012م فيما بين كل من :

1. First Party:

Ministry of Foreign Affairs hereinafter referred to as "First Party"; represented for the purposes of This Contract by:

HE /Dr. Anwar Gargash

Minister of State for Foreign Affairs

1. الطرف الأول:

وزارة الخارجية والمشار إليها فيما بعد بالطرف الأول ويمثلها لغايات توقيع هذا الاتفاق:

معالي / د. أنور محمد قرقاش

وزير الدولة للشئون الخارجية

2. Second Party:

Edelman FZ LLC (the Consultant)

hereinafter referred to as "Second Party" represented for the purposes of This Contract by :

Mr / Iain Twine

2. الطرف الثاني:

إدلمان منطقة حرة ذ.م.م. (الطرف الثاني)

والمشار إليها فيما بعد بالطرف الثاني ويمثلها لغايات توقيع هذا الاتفاق:

السيد/ إيان توأين



Preamble

As the First Party wants someone to provide work support with regard to the initiative of functional capacity building, in order to manage the State disposition concerning energy and climate change affairs, and being the fact that the Second Party has the right experience in the aforementioned field, licensed to professionally operate in the United Arab Emirates, and willing to work with the First Party;

the two Parties have agreed as follows:

Article (1)

Conditions provided

1. The aforementioned preamble, appendixes or any document related hereto, are integral part of This Contract; read and construed with all articles hereby.
2. This Contract shall replace any agreement, preconditions , terms of calculation, any similar provisions or terms being included or referred to in any of the correspondences occurred between the two Parties or any dealings to take place between them; whether verbal or written.
3. Every provision of Contract herein, is to be construed separately.

مقدمة

لما كان الطرف الأول يرغب في من يقدم له دعم العمل في مبادرة بناء الكفاءات العملية لإدارة موقف الدولة من شؤون الطاقة والتغير المناخي ، ولما كان الطرف الثاني ذا خبرة في هذ المجال ومرخصاً بالعمل في هذه المهنة في دولة الإمارات وراعياً في العمل مع الطرف الأول ،

فقد تم الإتفاق على مايلي:

المادة (1)

الشروط المقدمة

1. تعتبر المقدمة والملاحق التابعة له أو أية وثائق أخرى جزءاً لا يتجزأ من هذا العقد ، تقرا وتفسر معه مع كامل بنوده.
2. يحل هذا الإتفاق محل أي اتفاق أو شروط مسبقة أو شروط حسابية أو بنود أو أية أحكام مشابهه يجري تضمينها أو الإشارة إليها في أي من المراسلات التي تمت بين الطرفين أو أي تعاملات تتم بين الطرفين سواء كانت شفوية أو مكتوبة .
3. سوف يتم تفسير كل شرط من الشروط الواردة بهذا الإتفاق بصورة منفصلة .

Article (2)

Duration of Agreement

The duration of This Contract is one year; comes into effect the day it is signed on .../ .../ 2012, and ends on .../.../2013; automatically renewed, unless either Party notifies the other with its intention not to renew The Contract at least Two months before its end date.

المادة (2)

مدة الإتفاق

مدة هذا الإتفاق سنوية تبدأ من تاريخ التوقيع عليه بتاريخ .. 2012 وتنتهي بتاريخ .. 2013 م ويجدد تلقائياً ما لم يخطر أحد الطرفين الطرف الآخر بعدم رغبته في تجديد العقد قبل انتهائه بمدة شهرين على الأقل.

Article (3)

The scope of the agreement

The First Party hereby, appoints the Second Party to render services as on (appendix 1 – scope of work) - which is integral part of this Contract - The Second Party accepts as per the instrument herein, with the commitment and appointment as stated in paragraph 8. The scope of work may not subject to any amendment unless with written consent of the two Parties.

المادة (3)

نطاق الإتفاق

يقوم الطرف الأول بموجب هذا الاتفاق بتعيين (الطرف الثاني) لتقديم الخدمات (الملحق 1 - نطاق العمل) والذي يعتبر جزء لا يتجزأ من هذا الاتفاق ، ويقبل الطرف الثاني بموجب هذه الوثيقة الالتزام والتعيين الذي يقضي بتنفيذ الخدمات حتى انتهاء الاتفاق وفقاً للفقرة 8. ولا يجوز عمل أي تغيير في نطاق الخدمات إلا بموافقة كتابية مسبقة بين الطرف الثاني والطرف الأول

Article (4)

Confidentiality

- a) FIRST PARTY agrees that during the course of performing the Services, SECOND PARTY may acquire and use certain confidential information of FIRST PARTY. SECOND PARTY agrees to maintain complete confidentiality of the information and documents; to prevent the disclosure

المادة (4)

السرية

- 1) يوافق الطرف الأول على أنه طوال مدة أداء الخدمات، يجوز للطرف الثاني الحصول على معلومات سرية خاصة بالطرف الأول واستخدامها. كما يوافق الطرف الثاني على الحفاظ التام على سرية المعلومات والوثائق ومنع الكشف عن هذه المعلومات لأي شخص آخر باستثناء أفراد العمل و/أو المقاولين من الباطن التابعين للطرف الثاني

of such information to any person

وعدم استخدام المعلومات السرية إلا بغرض تنفيذ

other than the SECOND PARTY

الخدمات، وعدم افشائها للغير.

personnel and/or subcontractors; and

use confidential information only to

perform its Services and not to

disclose it to others.

- b) FIRST PARTY will use reasonable efforts to prevent the disclosure of SECOND PARTY confidential and proprietary information, which includes without limitation SECOND PARTY methodology, processes, programs and expertise to any person other than FIRST PARTY's employees who are involved in the execution of the Project. Furthermore, FIRST PARTY is only entitled to use such information solely for executing the Project.

(2) يقوم الطرف الأول ببذل الجهد المعقول لمنع الكشف عن المعلومات السرية والخاصة الطرف الثاني والتي تشمل على سبيل المثال لا الحصر المنهجية والعمليات والبرامج والخلفية المعرفية الخاصة بالطرف الثاني لأي شخص باستثناء موظفي الطرف الأول المشتركين في تنفيذ المشروع. كما أنه لا يحق للعميل استخدام هذه المعلومات إلا للأغراض المتعلقة بتنفيذ المشروع.

- c) The confidentiality obligations under Clauses 2(a) and 2(b) do not apply to information or materials that (i) are or become publicly available; or (ii) are disclosed pursuant to law or any order of a court or any other competent authority.

(3) لا تنطبق الالتزامات الخاصة بالسرية والمبينة في المادتين (أ) و(ب) على المعلومات أو المواد التي (i) تكون أو تصبح متاحة بشكل عام، أو (ii) يتم الكشف عنها بموجب قانون أو أمر محكمة أو أي سلطة مختصة.

Article (4)

المادة (4)

Fees and Payment

الأتعاب والدفع

a) In consideration for providing the services described in Schedule 1 (Payment Plan), FIRST PARTY shall pay SECOND PARTY the Engagement Fees in accordance with Schedule 1. If THE First Party requests any deliverables to be completed earlier than indicated in Schedule 1, THE First Party shall pay THE Second Party for those deliverables in the quarter during which they were completed or pay 80% of the Engagement Fees for such deliverables if they are substantially complete, with final approval expected within 30 days after the close of the quarter billing period.

(1) فيما يختص بتقديم الخدمات المبينة في الجدول 1 (خطة الدفع)، يدفع الطرف الأول للطرف الثاني أتعاب العمل وفقاً للجدول رقم 1. في الحالات التي يطلب فيها الطرف الأول تكملة أي خدمات قبل الزمن المحدد في الجدول 1، يعمل الطرف الأول على الدفع للطرف الثاني نظير هذه الخدمات في الربع الأول من السنة، خلال المدة التي تتم تكملتها فيها، أو دفع 80% من أتعاب العمل نظير هذه الخدمات في حالة اكتمالها التام، مع الموافقة النهائية المتوقعة خلال ثلاثين (30) يوماً بعد إغلاق فترة الحساب ربع السنوي.

b) Additional services outside of this scope can be agreed upon by both parties in writing and will be attached and supplement to this agreement as additional annexes and signed by both parties.

(2) يمكن الاتفاق كتابةً بين الطرفين على الخدمات الإضافية التي لا تدخل في هذا النطاق بملاحق إضافية تكون مكملة وملحقة بهذه الاتفاقية توقع من قبل الطرفين.

c) In no contradiction with any texts of different meaning in schedule 1 or any contradictory agreement concluded in writing between the two Parties, invoices concerning commitment fees and payable expenses are to be sent and paid by the First Party within thirty (30) days of invoice receipt.

(3) بما لا يتعارض مع أي نصوص ذات معنى مخالف في جدول 1 أو أي اتفاقية مخالفة تم إبرامها كتابةً بين الطرفين، يتم إرسال الفواتير الخاصة بأتعاب ومصروفات الالتزام المستحقة ويتم دفعها بواسطة الطرف الأول خلال ثلاثين (30) يوماً من تاريخ استلام الفاتورة

Article (5)

Proprietary Rights

- a. All proprietary rights with regard to deliverables provided by the Second Party, including all works in progress, are the property of the First Party. Transference of such property however, is conditioned with the First Party defrayal of all the payables due to the Second Party.
- b. Nothing contained herein, shall be construed as limiting SECOND PARTY right to use or market in the conduct of SECOND PARTY business; without obligation of any kind other than SECOND PARTY obligations of confidentiality to FIRST PARTY; as well as the rights set out in clause 4 (a). As any such pre-existing materials, concepts, know-how, knowledge, techniques, tools, approaches and methodologies or other residual values possessed by or known to SECOND PARTY or learned or developed by SECOND PARTY during the provision of the Services.

(5) المادة

حقوق الملكية

- (1) تكون أحقية وملكية وجميع حقوق الملكية الخاصة بالعناصر المسلمة والمقدمة من قبل الطرف الثاني فيما يتعلق بإداء الخدمات، بما في ذلك جميع الأعمال السارية، من نصيب الطرف الأول، وذلك بشرط عدم انتقال هذه الأحقية والملكية وحقوق الملكية حتى يقوم الطرف الأول بتقديم كافة المدفوعات المستحقة للطرف الثاني.
- (2) لا يوجد في هذه الاتفاقية ما يمكن تفسيره على أنه يحد من حق الطرف الثاني في أن يستخدم أو يسوق في إطار أدائه لنشاطه دون أي التزامات من أي نوع باستثناء التزامات الطرف الثاني المتعلقة بالسرية تجاه الطرف الأول وكذلك الحقوق الواردة في الفقرة 4(أ) كأي مواد أو خلفية معرفية أو معلومات أو تقنيات أو أدوات أو مناهج أو تقنية أو أي قيم أخرى متبقية أو مواد موجودة مسبقاً ومملوكة أو معلومة من قبل الطرف الثاني أو علمها الطرف الثاني أو وضعها أثناء تقديم الخدمات.

Article (6)

Liability and Indemnification

- a) FIRST PARTY acknowledges and agrees that any liability, with regard to, the SECOND PARTY arising out of or in connection with the Project or the provision of the Services or the Contract herein, shall be limited to the amount of fees for the Services actually received by THE SECOND PARTY.
- b) Exception to paragraph (a), SECOND PARTY is responsible for defending and indemnifying FIRST PARTY for third-party claims arising out of personal injury to persons or damages to property caused by THE SECOND PARTY's negligence in providing the Services hereunder.
- c) In no event shall either party be liable to the other party for any special, consequential, punitive or other indirect damages (including, but not limited to, lost revenues or profits), whether or not notified of such damages.

المسئولية والتعويض

- (1) يقر الطرف الأول ويوافق على أن أي مسئولية للطرف الثاني تنشأ عن أو فيما يتعلق بالمشروع أو تقديم الخدمات أو هذه الاتفاقية تكون محددة بمقدار الأتعاب المستحقة نظير الخدمات التي تم استلامها بالفعل من قبل الطرف الثاني.
- (2) استثناء من الفقرة (أ) يكون الطرف الثاني مسئولاً عن حماية و تعويض الطرف الأول عن الأضرار الخاصة أو الطرفية أو اللاحقة أو العقابية أو أي تعويضات عن الإصابة للأشخاص أو الأضرار بالملكات يلحقها الطرف الثاني أو يكون سبباً فيها و ذلك أثناء أو بسبب تقديمه الخدمة.
- (ج) لا يلزم أي طرف في أي حال من الأحوال، عن أي أضرار خاصة أو مترتبة أو عقابية أو غير مباشرة (على سبيل المثال لا الحصر، فقدان الإيرادات أو الأرباح)، سواء تم التنبيه إلى مثل هذه الخسائر أم لم يتم.

Article (7)

المادة (7)

Dispute Resolution and Jurisdiction

تسوية النزاعات والسلطة المختصة

- a. The two Parties agree that, all disputes arising in connection with the interpretation, implementation or termination of the Contract herein, that cannot be resolved amicably by their respective chief executive officers, (or persons in similar positions) or other agreed-upon officers, the dispute shall be conclusively settled by arbitration in accordance with the provisions on arbitration contained in the Rules of the Dubai & Abu Dhabi Commercial Conciliation & Arbitration Centre. Any award issued by the tribunal established in accordance with those rules shall be final and binding on the parties.
- b. This agreement is governed by the laws applicable in the United Arab Emirates.

(1) يوافق كل من الطرف الثاني والطرف الأول على أن جميع النزاعات التي تنشأ فيما يتعلق بتفسير أو تنفيذ أو إنهاء هذه الاتفاقية والتي لا يمكن حلها أولاً من خلال الطرق الودية بواسطة كبار المسؤولين التنفيذيين التابعين لكل من الطرف الثاني والطرف الأول (أو الموظفين الذين يشغلون مناصب مماثلة) أو غير ذلك من الموظفين الذين يتم الاتفاق عليهم، يتم حلها من خلال التحكيم وفقاً لنصوص التحكيم الموجودة في قواعد مركز أبو ظبي ودبي للتحكيم والتوفيق التجاري. ويكون أي حكم يصدر عن لجنة التحكيم المشكلة وفقاً لهذه القواعد نهائياً وملزماً للطرفين.

(2) يحكم هذه الاتفاقية القوانين المعمول بها في دولة الإمارات العربية المتحدة.

Article (8)

(8) المادة

Termination

الإنهاء

- d) The First Party can terminate this Agreement in the event that the Second Party breaches the binding obligations that it has to execute as per the Contract herein, and the period specified for implementation. The Second Party may not claim any dues or compensations for the works provided or damages thereof.
- B. Either party may terminate this Agreement with immediate effect, in whole or in part; for any non-curable material breach of this Agreement by the other party. Or in the event the other party becomes insolvent, being unable or admitting its inability to pay its debts as they fall due, compounds with or negotiates for any composition with its creditors in general, enters into liquidation (whether compulsory or voluntary), has a receiver appointed for all or any of its assets, or otherwise comes under the jurisdiction, management or control of any court or official at the instance of its creditors or any partner, or falls under any act of bankruptcy or becomes adjudicatedly bankrupt.
- c. Either party may terminate this Agreement by giving to the other no less than two (2) month advance written notice of termination, in which case this Agreement shall terminate on the effective date specified in such notice (which date shall not be less than two (2) month from the date of

- (1) يمكن للطرف الأول إنهاء هذه الاتفاقية في حالة إخلال الطرف الثاني بالالتزامات المفروضة عليه والواجب تنفيذها وفقاً للعقد والمدة المحددة للتنفيذ ولا يجوز للطرف الثاني طلب أي مستحقات أو تعويضات عن الأعمال المقدمة أو أي مطالبات عن الأضرار
- (2) يمكن لأي طرف إنهاء هذه الاتفاقية على الفور، بشكل كلي أو جزئي، عند إخلال الطرف الآخر بشكل مادي بهذه الاتفاقية، أو إذا أصبح الطرف الآخر مفلستاً، أو غير قادر على دفع ديونه المستحقة أو معترفاً بعدم قدرته على الدفع، أو اندمج أو تفاوض على الاندماج مع دائنيه بشكل عام، أو دخل في عملية تصفية (طوعية أو مفروضة)، أو تم تعيين حارس قضائي على جميع أو بعض أصوله، أو أصبح خاضعاً لسلطة أو إدارة أو سيطرة أي محكمة أو مسئول بطلب من دائنيه أو من أي شريك، أو إذا ارتكب أي فعل من أفعال الإفلاس أو تم إشهار إفلاسه.
- (3) يجوز لأي من الطرفين إنهاء هذا الاتفاق بإعطاء الطرف الآخر إخطاراً كتابياً مسبقاً بالإنهاء، حيث لا تقل مدته عن شهرين (2)، وفي هذه الحالة تنتهي الاتفاقية في تاريخ السريان المبين في هذا الإخطار (وهو التاريخ الذي يجب ألا يكون بعد أقل شهرين (2) من

(notice).

(تاريخ الإخطار).

- d. In the event of any termination with the intent of the First Party, SECOND PARTY shall invoice FIRST PARTY for any outstanding amounts due and payable for all Services rendered and expenses incurred through, and pre-approved non-cancelable expenses committed to be incurred prior to, the effective date of termination and Client shall pay such invoice to SECOND PARTY within thirty (30) days of FIRST PARTY's receipt thereof. Upon payment of such invoice, SECOND PARTY shall deliver to FIRST PARTY all work, documents, and designs completed up to the effective date of such termination, which will become the property of FIRST PARTY and neither party shall then have any further obligation or liability, except as otherwise provided in this Agreement.

4) في حالة أي إنهاء يتم بموجب رغبة الطرف الأول وذلك دون إخلال من قبل الطرف الثاني بالعقد يقوم الطرف الثاني بإرسال فاتورة الطرف الأول عن أي مبالغ غير مدفوعة مستحقة وواجبة الدفع نظير جميع الخدمات التي تم تقديمها للعميل قبل تاريخ سريان الإنهاء، ويقوم الطرف الأول بدفع قيمة الفاتورة الطرف الثاني خلال ثلاثين (30) يوماً من تاريخ استلام الطرف الأول للفاتورة. وعند دفع هذه الفاتورة، يسلم الطرف الثاني الطرف الأول جميع الأعمال والوثائق والتصاميم التي تم إكمالها حتى تاريخ سريان الإنهاء والتي تصبح ملكا للطرف الأول وعندها لا يكون على أي من الطرفين أي التزام أو مسؤولية تجاه الطرف الآخر.

Article (9)

Co-operation

- a. When SECOND PARTY Personnel are working at FIRST PARTY's premises, FIRST PARTY shall provide reasonable office accommodation and services, including without limitation office and storage space, reasonable use of computers, telephone and internet facilities, stationery and other related material and equipment as reasonably requested by THE Second Party.
- b. FIRST PARTY shall provide Second Party with all the data and information at the discretion of First Party; and shall give access to major individuals

المادة (9)

التعاون

- 1) عند عمل الأفراد التابعين للطرف الثاني في موقع الطرف الأول، يقوم الطرف الأول بتوفير المكتب والخدمات المناسبة بما في ذلك على سبيل المثال لا الحصر المكتب ومساحة التخزين، وإمكانية استخدام الكمبيوتر بشكل ملائم، ولوازم الهاتف والانترنت، والمعدات والمواد المكتبية والمواد الأخرى ذات الصلة، وذلك وفق الطلب المعقول الطرف الثاني.
- 2) يزود الطرف الأول الطرف الثاني بكافة البيانات والمعلومات وفقاً لتقدير الطرف الأول وبإمكانية الوصول إلى الأفراد الرئيسيين التابعين للعميل

working for First Party requested by Second Party for the provision of services. Second Party shall not be responsible for any failure to provide the services or any default of this agreement if the reason of such failure or default arises from an unjustified action or omission on the part of First Party concerning the provision of data, information, assistance or cooperation required for the provision of services. Furnishing with such data and information is discretionary upon the First Party.

- c. FIRST PARTY represents and warrants that the data, information and materials it provides to SECOND PARTY are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable SECOND PARTY to use such materials in the performance of the Services.
- d. If Second Party was delayed in delivering the work during the agreed upon periods mentioned in the payment plan without any wrongdoing by FIRST PARTY, FIRST PARTY is entitled to address the issue with SECOND PARTY and the parties shall attempt in good faith to resolve the dispute.
- e. If Second party delays delivering the work during the agreed upon periods mentioned in the payment plan, with no interference by FIRST PARTY; the latter is entitled to impose a penalty of 1% of the invoicing value against the delayed deliverables; for every week delayed, where the penalties should not exceed the total of per 10% of the invoicing value of the delayed deliverables.

والمطلوبين من قبل الطرف الثاني من أجل تقديم الخدمات، ولا يكون الطرف الثاني مسؤولاً عن أي إخلال في توفير الخدمات أو عن أي إخلال بهذه الاتفاقية عندما يكون سبب هذا الإخلال أو الناشئ عن فعل أو إغفال غير مبرر من جانب الطرف الأول فيما يتعلق بتقديم البيانات أو المعلومات أو المساعدة أو التعاون المطلوب من أجل تقديم الخدمات. يزود الطرف الأول الطرف الثاني بكافة البيانات والمعلومات وفقاً لتقدير الطرف الأول.

ج) يعمل الطرف الأول على إعداد وضمان دقة وتمام البيانات والمعلومات والمواد المقدمة إلى الطرف الثاني، وأبوابها إليه أو ملكية الرخصة، فيما يتعلق بحقوق الملكية الفكرية، بما يكفي لتمكين الطرف الثاني من استخدام المواد في تأدية الخدمات.

د) في حالة تم تأخير الطرف الثاني من تسليم العمل خلال المدة المتفق عليها وفق ما تم ذكره في خطة المدفوعات، من دون تعدي من الطرف الأول، يحق للطرف الأول معالجة الأمر مع الطرف الثاني؛ وذلك بمحاولة الطرفين للتوصل لحل متحليين بحسن النوايا.

3) في حالة تأخر الطرف الثاني في تسليم الأعمال وخلال الفترات المتفق عليها حسب خطة الدفع الملحقة وبدون إخلال من طرف الطرف الأول، يحق للعميل فرض غرامة بما نسبته 1% من قيمة الدفعة المرتبطة بالانجازات عن كل اسبوع تأخير بحيث لا يتجاوز إجمالي الغرامات ما نسبته 10% من قيمة الدفعة المرتبطة بالانجازات.

- f. If FIRST PARTY accepted any delay caused by the Second Party, the previous article will be invalid.
- (4) في حال قبل الطرف الأول أي تأخير كان مسبباً من قبل الطرف الثاني، يعتبر البند السابق لاغياً.

Article (8)

General

- a. **Severance;** Any provision in this Agreement, which is declared void or unenforceable by any competent authority or court, shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of this Agreement, which shall continue unaffected.

- b. **Notices;** Any notice required to be given by one Party to the other under this Agreement, shall be in writing and shall be delivered by courier, facsimile-mail or by hand to the address set out on this agreement or such other address and facsimile number as either party may from time to time notify the other.

- c. and if to THE CONSULTANT, with copy to: Office of the General Counsel, Daniel J. Edelman, Inc., 200 East Randolph Drive, Chicago, IL 60601, email: shan.bhati@edelman.com or peter.petros@edelman.com.

المادة (9)

عام

- (1) **استقلال النصوص:** يتم اعتبار أي نص في هذه الاتفاقية يتم إعلانه باطلاً أو غير قابل للنفذ من أي جهة أو محكمة مختصة على أنه، بقدر هذا البطلان أو عدم قابلية النفاذ، مستقلاً عن باقي النصوص ولا يؤثر على بقية النصوص الخاصة بهذه الاتفاقية والتي تستمر غير متأثرة بذلك.

- (2) **الإخطارات:** يجب أن يكون أي إخطار يجب إرساله من طرف للطرف الآخر بموجب هذه الاتفاقية في صورة كتابية مع إرساله عن طريق شركة إرسال بريدي أو الفاكس أو البريد الإلكتروني أو من خلال التسليم باليد على العنوان المبين في هذه الاتفاقية أو إلى أي عنوان أو رقم فاكس آخر يعلم به أي من الطرفين الطرف الآخر.

ج (عنوان المستشار:

مكتب المستشار العام، دانيال جي، ادلمان و شركاه، 200 ايست راندولف درايف، شيكاغو، أي إل 60601، بريد الكتروني:

or shan.bhati@edelman.com
peter.petros@edelman.com.

E- Both parties shall keep all information in relation to this Contract confidential and shall not disclose it to any other party except as required by law.

هـ - يحافظ كلا الطرفين على سرية كل المعلومات المتعلقة بهذه الاتفاقية ولا يكتشف عنها لأي طرف آخر باستثناء ما يطلب به القانون.

F- If there is any discrepancy between the English version and the Arabic version of this Contract, the Arabic version shall prevail.

و- إذا كان هناك أي تضارب بين النسخة الإنجليزية والنسخة العربية في هذه الاتفاقية، يتم التحاكم إلى النسخة العربية.

g- This Contract is drawn in two originals, of which each Party has one copy to comply with. The Arabic text shall exclusively prevail.

ز- حررت هذه الاتفاقية من نسختين بيد كل طرف نسخة أصلية ليتمثل بها عند الاقتضاء على أن تكون النسخة العربية هي المعمول بها بين الطرفين.

IN WITNESS WHEREOF, the Parties have signed this Contract on this day, the ... of ... 2012.

ح- أقرارا منيما بموافقتيما على هذه الشروط والبنود فقد وقع الطرفان في هذا اليوم الموافق من شهر لسنة 2012م للعمل بمقتضاها.

MINISTRY OF FOREIGN AFFAIRS

وزارة الخارجية

Represented by: H.E. Dr. Anwar Mohamed Gargash

يمثلها معالي د. أنور محمد جرجاش

The Minister of State of Foreign Affairs

وزير الدولة للشؤون الخارجية

Signed By:

التوقيع

Hdelman FZ LLC,

ادلمان منطقة حرة د.م.م.

Represented by: Iain Twine
Title: General Manager

يمثلها: إيان توين
المناصب: مدير عام

Payment Plan (Schedule 1)

Date	Deliverables	Payment Amount (AED)
10-April-2012	▪ See attachment 1	31,216.25 *AED
10-July-2012	▪ See attachment 1	144,453.92 AED
10-October-2012	▪ See attachment 1	144,453.92 AED
10-January-2013	▪ See attachment 1	144,453.92 AED
10-April-2013	▪ See attachment 1	31,216.25 ** AED

* Subtract 10% of commitment to apply security requirement condition of the Ministry of Finance.

** Add 10% of commitment deducted as security requirement in the first payment.

خطة الدفع

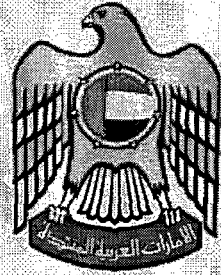
تاريخ	الالتزامات	مبلغ الدفع (بالدرهم)
10 أبريل 2012	▪ يرجى الإطلاع على الملحق (1) نطاق العمل	31,216.25 *AED
10 يوليو 2012	▪ يرجى الإطلاع على الملحق (1) نطاق العمل	144,453.92 AED
10 أكتوبر 2012	▪ يرجى الإطلاع على الملحق (1) نطاق العمل	144,453.92 AED
10 يناير 2013	▪ يرجى الإطلاع على الملحق (1) نطاق العمل	144,453.92 AED
10 أبريل 2013	▪ يرجى الإطلاع على الملحق (1) نطاق العمل	31,216.25 ** AED

* طرح 10% من قيمة العقد لاستيفاء شرط الضمان المطلوب من وزارة المالية.

** إضافة 10% من قيمة العقد المجوزة لشرط الضمان في النسخة الأولى.

Attachment (1) – Scope of Work

الملحقات (1) – نطاق العمل



Renewing the Vision:

DECC Public Affairs and Strategic
Communication Consultant Services

RFP No. MoFA/2011/6

Financial Proposal Response from Edelman

August 11, 2011

Amended October 12, 2011

Amended October 25, 2011

Amended December 21, 2011

Amended January 2, 2012

Amended January 17, 2012

Amended January 25, 2012

Amended February 22, 2012

Amended March 15, 16, 2012



Financial Proposal for Edelman's Public Affairs and Strategic Communication Consultant Services

Below is Edelman's financial payment schedule for the work requested in the MoFA DECC RFP, and as defined in the deliverable schedule that follows the FEE SUMMARY. This payment schedule is commensurate with communications activities designed to meet DECC's objectives to 1) build communications and research capacity within the DECC, and 2) effectively execute communications while transferring knowledge and communications skills to DECC staff over a 15 month period. Edelman's scope of work for the below fee schedule will be limited to USA stakeholders. All processes developed for MoFA will be designed so that they may be integrated through necessary arms of MoFA. FEE SUMMARY figures comprise monthly retainer activities, and research, for the work with USA stakeholders.

Costs estimates are based on US\$1 : 3.67AED ratio.

FEE SUMMARY – US WORK

	Q1 Commercial Term January 11 – April 10, 2012	Q2 Commercial Term April 11 – July 10, 2012	Q3 Commercial Term July 11 – October 10, 2012	Q4 Commercial Term October 11 – January 10, 2013	Q1 Commercial Term January 11 – April 10, 2013	TOTAL Commercial Term January 2012-April 2013
Retainer	N/A	144,453.92 AED	144,453.92 AED	144,453.92 AED	N/A	433,361.76 AED
Research	31,216.25 AED	N/A	N/A	N/A	31,216.25 AED	62,432.50 AED
TOTAL	31,216.25 AED	144,453.92 AED	144,453.92 AED	144,453.92 AED	31,216.25 AED	495,794.26 AED





Item	Description	Q1 Deliverables	Q1 Commercial Term
A	Research and Positioning: Benchmark Stakeholder In-depth Interviews	<p>9 in-depth interviews (30-45 minute interviews)</p> <ul style="list-style-type: none"> • Agencies, Regulators and Policymakers • Non-Governmental Organizations (NGOs) • Academic Institutions) • Industry Leaders /Business Community • International Top-Tier Media • Research report <p><i>Research findings from this deliverable will provide a baseline for USA stakeholders' awareness and message clarity of the UAE's position on climate change and energy. MoFA wants to understand USA stakeholders' current perceptions of the UAE's position on energy and climate change.</i></p>	31,216.25 AED

Item	Description	Q2 Deliverables	Q2 Commercial Term
B	Strategic Communications: International Stakeholder Engagement	<p>Traditional and Digital Stakeholder Mapping and Prioritization for USA</p> <p>Stakeholder Engagement Plan Development for USA</p> <p>Stakeholder Engagement in USA (includes identification of opportunities, outreach to stakeholders to seed relationships with DECC team/MoFA, backgrounders on those stakeholders with whom DECC/MoFA will meet for all secured opportunities, and support at press conferences as appropriate.)</p> <p><i>Formal training and 'how-to' manual will be developed and shared during Communications 101 course; deliverable to be considered part of the staff training exercise.</i></p>	54,170.22 AED
B	Strategic Communications: Strategic International Media	<p>Storyline development and refresh</p> <p>Traditional and online media list refresh</p> <p>Traditional media pitching and engagement to USA</p> <p>Includes identification of opportunities, outreach to seed relationships with DECC team/MoFA, backgrounders on those media with whom DECC/MoFA will meet for all secured opportunities, and support at press conferences as appropriate.</p>	90,283.70 AED





Item	Description	Q3 Deliverables	Q3 Commercial Term
B	Strategic Communications: International Stakeholder Engagement and Communications	Oversight of DECC staff to conduct Traditional and Digital Stakeholder Engagement in USA Includes identification of opportunities, division of outreach responsibilities between Edelman and DECC; foundational outreach/engagement language; outreach to stakeholders to seed relationships with DECC team/MoFA; backgrounders on those stakeholders with whom DECC/MoFA will meet, and support at press conferences as appropriate.)	54,170.22 AED
B	Strategic Communications: Strategic International Media	Storyline development and refresh Traditional and online media list refresh Traditional media pitching and engagement to USA Includes identification of opportunities, outreach to seed relationships with DECC team/MoFA; backgrounders on those media with whom DECC/MoFA will meet for all secured opportunities, and support at press conferences as appropriate.	90,283.70 AED

Item	Description	Q4 Deliverables	Q4 Commercial Term
B	Strategic Communications: International Stakeholder Engagement and Communications Strategy	Oversight of DECC staff to conduct Traditional and Digital Stakeholder Engagement in USA Includes identification of opportunities, division of outreach responsibilities between Edelman and DECC; foundational outreach/engagement language; outreach to stakeholders to seed relationships with DECC team/MoFA; backgrounders on those stakeholders with whom DECC/MoFA will meet, and support at press conferences as appropriate.)	54,170.22 AED
B	Strategic Communications: Strategic International Media	Storyline refresh Oversight of DECC staff to conduct Traditional and online media list refresh USA Oversight and transition of media pitching and engagement for USA to DECC staff Transition media and blogger engagement for USA to DECC staff Includes division of media responsibilities; media outreach plans for USA; foundational draft pitch language and up to two tailored pitches for DECC to seed relationships with DECC team.	90,283.70 AED

Item	Description	Q1 2013 Deliverables	Q1 2013
A	Research and Positioning: Stakeholder In-depth Interviews	Measuring Success: Conduct 9 in-depth interviews as a follow-up to benchmark survey (30-45 minute interviews) • Aim to recruit 30-50% of the same stakeholders interviewed during the benchmark analysis, to see how perceptions have shifted • Recruit new respondents to make up the rest of the n=55, who will provide fresh viewpoints	31,216.25 AED



Embedded personnel will sit in DECC offices up to three days per week. Dedicated embedded project manager will remain consistent through Q1 and Q2 unless otherwise mutually agreed. review of embedded staff will take place at the end of Q2. Edelman and DECC will discuss program coverage at the completion of Q2 (termination of embed agreement) to ensure ample program oversight.

Non-UAE citizens may be required to exit the country to meet visa requirements. Edelman will accept full responsibility for adhering to visa requirements, and inform MoFA when the project manager will take leave to coordinate program requirements.

Edelman will invoice MoFA on a quarterly basis, based on agreed upon terms within the financial proposal. No receipts or documentation will be required for embed or Edelman employees for all OOP costs, and Edelman reserves the right to determine the use and distribution of OOP. OOP costs are considered to be included within project fees stated within the financial proposal; MoFA will not be responsible for any project cost that incurs outside MoFA premises or authorized delegation. MoFA is only responsible for the traveling costs related to visiting UAE missions abroad or formal MoFA delegations. Other travel costs are the responsibility of Edelman (e.g. family tickets, relocation, holidays, entry visas, etc.) unless otherwise agreed. In the case an advisor is listed as a member for an official delegation, his/her travel arrangements (hotel and airfare), will be covered, in addition to a daily per diem, as per MoFA rules.

Staff trainings will be conducted for DECC staff, plus desk officers of nine countries. All training modules included within this proposal are priced per training; additional trainings can be arranged and billed on a per unit basis. Edelman will utilize staff in global offices to train desk officers on UAE mission and processes when appropriate. For cost savings, MoFA can consider hosting training sessions in multiple locations via Webinar.

MoFA shall provide sufficient workspace to embedded employee, to include Internet, work station, phone, printing services. MoFA will not be responsible for any project cost that incur Edelman and MoFA shall make every effort to meet quarterly agreed-upon deliverables, which are commensurate with the financial proposal. Written consent must be provided in the event that deliverables are shifted.

This proposal applies to work with the United States.

Ayasha Mohammed Al'Ghas Al Ali shall serve as day-to-day MoFA Client; Debra Masters shall serve as Edelman Q1/Q2 embed and project manager unless otherwise mutually agreed.

